

GENERAL CONDITIONS OF SERVICE

Present conditions of service are concluded on the one hand by Association "FORTUNES DE MER" domiciled 11 Rue Géricault in Le Havre (76 600), hereafter called "FDM" and on the other hand, by person or entity wishing to proceed to a purchase of service (information or documents) via the Internet site of "FORTUNES DE MER" named hereafter "the purchaser".

Object

The present conditions of sale aim at defining the contractual relations between FDM and the purchaser and the conditions applicable to any purchase carried out by the means of Internet site of FDM, whether the purchaser is professional or consumer.

The acquisition of a service through this site implies a general acceptance by the purchaser of these conditions of sale.

These conditions of sale will prevail on all other general or particular conditions not expressly approved by FDM.

FDM is reserved to be able to modify its conditions of sale constantly. In this case, the applicable conditions will be those in force at the date of the order by the purchaser.

Characteristics of the services suggested

The purpose of the service suggested is to provide a documentary help (exclusively) on precise topics relating to the Maritime law.

FDM is entitled to moderate or refuse the requests without any justification.

This service could not replace a lawyer consultation and will never constitute a legal act of council. Purchasers will have to take care of the drafting of their requests.

The answers provided within the framework of this service are exclusively delivered by email or electronic support (CD rom). Shipment of documents by mail with paper support will be charged and subject to particular agreement.

In any case, the services provided by FDM are not legal consultation within the meaning of modified article 54 of law 71-1130 of December 31, 1971 (French Law).

Cost of the services

"FDM" being an association with non lucrative goal, the purpose of the requested price is only the compensation for the engaged expenses, devoted time, and a participation in the creation of the data bases.

The prices indicated include the expenses of treatment of orders, transport and delivery in so far as they take place in the geographical areas envisaged hereafter.

The prices appearing in this quotation are prices in Euro. Regarding the Value-added tax (VAT), the service is carried out of frankness (Article 293B General French Tax Code).

Any change could be reflected on the price of the services.

Geographical area of Service

The service offered on line is reserved to the purchasers who reside in the European Union.

An exemption can be granted by FDM, on express request, to the residents of the other countries.

Orders

The purchaser, who wishes to request a service from FDM, must:

- fill the card with identification on which it will indicate all the information requested.
- formulate as precisely as possible its request for research (standard of research, time), if it wishes photocopies of the works, a bibliography, etc...

This list is not exhaustive.

After having studied the request, according to its possibilities and regarding the request, FDM will return towards the purchaser with a quotation and a price or will refuse and/or moderate the request.

FDM will also indicate the duration expected to carry out this research. This duration is only indicative and will never be, in the event of going beyond, being regarded as a cause of rupture, and this taking into account the characteristic of the service suggested by FDM.

If the purchaser accepts the proposal, it will have to carry out the payment under the conditions envisaged in quotation.

The confirmation of order involves acceptance of these conditions of sale, the recognition to have perfect knowledge of it and the renunciation to prevail itself of its own conditions of purchase or other conditions.

The whole of the provided data and the recorded confirmation will be worth proof of the transaction. The confirmation will be worth signature and acceptance of the operations carried out.

FDM will communicate by electronic mail recorded confirmation of order.

Cancellation

The purchasers, physical people non professional, profit from a time of seven days retraction as from the delivery of their order to make return of the informations/documents to FDM for refunding without penalty, except for the expenses of return.

Modes of payment

The price has to be paid as soon as there is an agreement between FDM and the purchaser.

The payment is done only by wire transfer (in Euros)

The bank details will be communicated to the purchaser as soon as he confirm the order.

Deliveries

When the service cannot be carried out by electronic way, the sending of information and/or documents is made with the address indicated in the purchase order which can be only in the agreed geographical area.

The sendings are carried out in "recommended with acknowledgement of delivery" (costs charged to the purchaser).

The results of research are communicated, as far as possible, on paper aid and/or electronic aids (CD ROM). The files contained on CD ROM be readable by means of programmes of text processing, of visionnor of images, or Acrobat Reader™ (<http://www.adobe.com>)

The risks are under the responsibility of the purchaser as soon as the documents left the buildings of FDM. In the event of damage during transport, the justified protest must be formulated near the conveyor within three day as from the delivery.

Responsibility & Guaranteed

FDM is held only by an obligation of means; its responsibility could never be engaged as a reason of the documents/information provided to the purchaser. It belongs to the purchasers and/or to Net surfers consulting the site to check the whole of the data transmitted or suggested.

In addition, FDM does not bring any guarantee as for the use of information present on the site. It will not be responsible for the damage or damage which can result from the use by a user of the site of information present on the site, nor of errors or omissions in those, defects or interruptions in their supply or the unavailability of whole or part of those.

Intellectual property

All the elements of the site of FDM are and remain the intellectual and exclusive property of FDM.

Nobody is authorized to reproduce, exploit, repeat, or use with some title that it is, even partially, of the elements of the site which they are software, visual or sound.

Any simple bond or by hypertext is strictly interdict without a written agreement of FDM.

Data in personal matter

In accordance with the law relating to data processing, the files and freedoms of January 6, 1978, information in personal matter relating to the purchasers could be the subject of an automated treatment.

FDM reserves the right to collect information on the purchasers including by using cookies, and, if it wishes it, to transmit to trade partners collected information.

The purchasers can be opposed to the disclosure of their personal data by announcing it to FDM. In the same way, the users have a right of access and of correction of the data with regard to them, in accordance with the law of January 6, 1978.

The automated treatment of information, including the management of the addresses e-mail of the users of the site was the one declaration object with the CNIL on September 9, 2002 recorded under the number 818 473

Filing - Proof

FDM will file the purchase orders and the invoices on a reliable and durable support constituting a copy faithful in accordance with the provisions of article 1348 of the French Civil code.

The computerized registers of FDM will be considered by the parts proof of the communications, orders, payments and transactions occurred between the parts.

Litigations

All the orders placed on this site are subjected to the French law. In the event of dispute on interpretation, on the execution and the realization of the one of the services ordered on line, the litigation will be, in the absence of an amicable agreement, of the exclusive competence of the court of jurisdiction in Le Havre (76 600), the parties, making there, for the need for present, election of residence.

The purchaser admits having read, having included/understood, and having accepted the present General Conditions

Done at :

The :

Name and Position :

Signature:

The original French wording of these General Conditions, of which this is a translation, to be decisive in case of dispute.